

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 7101**

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION FOR CONSTRUCTION OF THE KILLINGSWORTH STREET IMPROVEMENT PROJECT PHASE II IN THE INTERSTATE CORRIDOR URBAN RENEWAL AREA; PROVIDING FUNDING IN AN AMOUNT NOT TO EXCEED \$3,000,000**

**WHEREAS**, the *Killingsworth Street Improvements Planning Project* identified focus areas and street improvements to strengthen the connection between the Interstate MAX line and residences and businesses along N/NE Killingsworth and was adopted by Portland City Council through Resolution No. 36161 on August 7, 2003;

**WHEREAS**, *Killingsworth Street Improvements Planning Project* was broken into phases with Phase I completed with Portland Development Commission ("PDC") in 2008 from Interstate Boulevard to Commercial Avenue, and Phase II Design and Engineering now complete;

**WHEREAS**, Phase II will complete the *Killingsworth Street Improvements Planning Project* from N. Commercial Avenue to NE Martin Luther King, Jr. Boulevard, fulfilling a long-standing promise to the community along Killingsworth;

**WHEREAS**, PDC and the Portland Bureau of Transportation entered into an Intergovernmental Agreement ("IGA") dated December 17, 2009, whereby PDC provided \$332,000 for design and engineering to leverage a \$400,000 Metropolitan Transportation Improvements Program grant; and

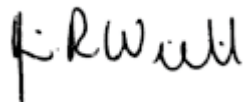
**WHEREAS**, PDC has been asked to contribute funding for construction of Phase II.

**NOW, THEREFORE, BE IT RESOLVED**, that the PDC Executive Director is hereby authorized to enter into an IGA substantially in the form attached hereto as Exhibit A under which PDC will provide funding for construction of street improvements on Killingsworth Street, from N. Commercial Avenue to NE Martin Luther King, Jr. Boulevard, in an amount not to exceed \$3,000,000;

**BE IT FURTHER RESOLVED**, that the Executive Director may approve changes to the IGA if such changes, in the opinion of the Executive Director in consultation with General Counsel, do not materially change PDC's obligations or risks; and

**BE IT FURTHER RESOLVED**, that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on February 11, 2015

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive, somewhat stylized font.

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Gina Wiedrick, Recording Secretary

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 7101**

**EXHIBIT A**

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION FOR CONSTRUCTION OF THE KILLINGSWORTH STREET IMPROVEMENT PROJECT PHASE II IN THE INTERSTATE CORRIDOR URBAN RENEWAL AREA; PROVIDING FUNDING IN AN AMOUNT NOT TO EXCEED \$3,000,000**

Exhibit A includes this cover page and contains 41 pages:

- Intergovernmental Agreement between Portland Development Commission and Portland Bureau of Transportation for the Killingsworth Street Improvement Project Phase II: Construction
  - Exhibit A: Scope Work and Budget
  - Exhibit B: Business Equity Program Specifications, Workforce Equity Program Specifications

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**Portland Development Commission**  
**And**  
**Portland Bureau of Transportation**  
**For the**  
**Killingsworth Street Improvement Project Phase II: Construction**

This Intergovernmental Agreement (this “Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (“Effective Date”) is made and entered into by and between the **City of Portland, Bureau of Transportation** (“the Bureau”) and the **Portland Development Commission** (“PDC”).

**RECITALS**

1. PDC, as the duly-designated Urban Renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
2. The Bureau is responsible for transportation operations and improvements within the City public rights of way.
3. A cooperative partnership between PDC and the Bureau will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
4. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.

Now therefore, the parties agree as follows:

## AGREEMENT

### I. The Project

#### A. Background

Killingsworth Street is identified in the *Albina Community Plan* and the *Humbolt Neighborhood Plan* as a key commercial corridor containing neighborhood services and destinations and is designated as a Main Street and Station Community in the *Metro 2040 Plan* and as a Community Main Street in Portland's *Transportation System Plan*.

In June 2002, PDC partnered with the Portland Bureau of Transportation to begin an extensive public process that involved over 1000 community members and a 19-person Citizen Advisory Committee to identify focus areas and elements along N/NE Killingsworth Street from N Interstate Avenue to NE Martin Luther King Jr. Boulevard. The outcome was the Killingsworth Street Improvements Planning Project report, adopted by City Council, Resolution No. 36161, August 2003. The report identified street design and themes to strengthen the connection between the Interstate MAX line and residences and businesses along N/NE Killingsworth.

The street improvements outlined in the planning project were broken down into phases. Phase I-A, completed in July 2006, included five blocks from N Michigan Avenue to N Borthwick Avenue. Phase I-B, completed in 2008, included improvements from N Interstate Avenue to N Michigan Avenue, the I-5 crossing and the section from N Borthwick Avenue to N Commercial Street. PDC funded approximately \$2M towards the \$3.6M Phase I-A and I-B project, thru an Intergovernmental Agreement (IGA) to reconstruct sidewalks, provide new transit stops, and install pedestrian-friendly streetlights, plant new trees, street furniture and pedestrian fencing on the I-5 crossing.

In 2009, PDC entered into an IGA with PBOT for design and engineering the final phase (Phase II) of the planning project. The IGA provided \$332k matching funds, leveraging \$400k Metropolitan Transportation Improvement Program (MTIP) grant awarded in the 2006-2009 funding round. In 2008, PBOT applied for \$2.35M, and were denied a second round of funding (2010-2013). PDC had committed to provide a minimum of \$800k towards the construction of the final phase. Given the federal grant was denied, PDC's funding is hereby being increased to cover the difference, resulting in this IGA request of \$3M to complete street improvements from N Commercial Street to NE Martin Luther King Jr. Boulevard. Completing this final phase of the project will fulfill a commitment to the citizens and businesses along Killingsworth Street and the neighboring communities, including Portland Community College, which invested \$60M in the Cascade Campus, as well as the students and families of Jefferson High School.

**B. Summary of Work and Budget**

1. The following is a summary of the scope of work: Bid and award the Project; construction management and engineering to complete and closeout construction along N/NE Killingsworth from N Commercial to NE Martin Luther King Jr. Boulevard as outlined in construction plans.
2. The following is a summary of the budget: PBOT’s Engineer’s Estimate for the Project is \$2,947,147. The summary below includes additional funds for contingency and Regional Arts Cultural Council (RACC) 2% for Arts.

Construction:	\$2,187,819
Project Engineering & Management:	\$ 618,988
Contingency:	\$ 149,436
<u>RACC</u>	<u>\$ 43,757</u>
Total Project Cost	\$3,000,000

The Project is entirely within the Interstate Corridor Urban Renewal Area (ICURA) and is funded entirely by tax increment financing (TIF) funds from the ICURA. Work will occur during FY 2014-15.

3. A detailed description of the scope of work and the budget is set forth in Exhibit A (the “Scope of Work and Budget”) to this Agreement. The tasks, activities, and deliverables described in this Section B and detailed in the Scope of Work and Budget shall be referred to in this Agreement as the “Work”.

**II. CONTRACT MANAGEMENT**

- A.** The party for whom the Work is being performed, and who will be compensating the other party for performing the Work, shall be referred to in this Agreement as the “Funding Agency”. PDC shall be referred to herein as the Funding Agency.
- B.** The party performing the Work for the Funding Agency shall be referred to in this Agreement as the “Performing Agency”. Portland Bureau of Transportation (the “Bureau”) shall be referred to herein as the Performing Agency.

**C. Funding Agency.**

1. Contract Signatory. The Funding Agency Contract Signatory shall be Patrick Quinton, or such other person as designated in writing by the Funding Agency Director (the "Funding Agency Contract Signatory"). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.

2. Contract Manager. The Funding Agency Contract Manager shall be Dan Spero (the “Funding Agency Contract Manager”). The Funding Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

**D. Performing Agency.**

1. Contract Signatory. The Performing Agency Contract Signatory shall be Leah Treat, or such other person as designated in writing by the Director (the "Performing Agency Contract Signatory"). The Performing Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.
2. Contract Manager. The Performing Agency Contract Manager shall be Dan Layden (the “Performing Agency Contract Manager”). The Performing Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

**E. Management Staffing.**

1. A project manager shall be designated by the Performing Agency (the "Performing Agency Project Manager"), and a project manager shall be designated by the Funding Agency (the "Funding Agency Project Manager") to carry out the responsibilities designated in this Agreement.
  - a) The Funding Agency Project Manager shall be Sue Lewis, or such other person as designated in writing by Funding Agency’s assigned Neighborhood Team Manager.
  - b) The Performing Agency Project Manager shall be Winston Sandino or such other person as designated in writing by Dan Layden and approved by the Funding Agency Project Manager.
2. If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, then the respective contract manager shall designate a replacement project manager. If a replacement project manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities designated in this Agreement.
3. The Funding Agency Contract Manager and the Performing Agency Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either PDC or the Bureau desires to replace a project manager, or other key staff identified in section II.F. or section II.G. of this Agreement, the party’s contract manager shall notify the other contract manager in writing, and if required, they will

meet to discuss and agree on any necessary adjustments to provide adequate time to make such change.

**F. Project Staffing – Performing Agency:** The following Performing Agency personnel are being assigned to perform the Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for performance of the Work. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform the Work, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel to perform the Work.

1. Winston Sandino, Project Manager
2. Hollie Berry, Contract Manager
3. Jimi Joe, Engineer of Record
4. Miscellaneous staff as assigned

**G. Project Staffing – Funding Agency:** The following Funding Agency personnel are being assigned to perform the Work.

1. Sue Lewis, Project Manager
2. Neighborhood Team Division Manager, to be assigned

**H. Approvals.**

1. No work shall be performed and no funds shall be obligated until this Agreement is executed.
2. The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

**I. Project Management.**

1. The Performing Agency Project Manager will be responsible for coordination and management of the construction contract;
2. *Performing Agency Project Manager will coordinate project needs with other bureaus and/or agencies as necessary to complete the Project;*
3. *Performing Agency Project Manager will provide Project Status summaries in verbal communication on a monthly basis.*
4. Project Status Reports are required to be submitted with each invoice describing work completed to date.



**J. Public Involvement.**

1. Where projects require public involvement, the Bureau and PDC will collaborate on design of the public involvement plan that is endorsed by both project managers.
2. The Bureau and PDC will keep each other informed of written material (e.g., news releases, brochures, news letters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.
3. Each project manager will inform the other project manager of inquiry from a media or press representative and make reasonable efforts to consult with the other project manager prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.

**K. Meeting Participation.** Each project manager will invite the other to attend all regular or significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project. [INSTRUCTIONS: *Expand this section as needed given the circumstances of the project or work*].

**L. Work Product.** The Funding Agency Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.

**M. Subcontractors.** A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Work.

1. The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors approved by the Funding Agency Project Manager:
  - a) None until contract award
2. The Performing Agency and/or any approved subcontractors are not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

**N. Regional Arts & Culture Council (RACC) – Percent for Art Program.** City Code Section 5.74 sets the policy of the City of Portland to dedicate two percent of the total Eligible Costs, as defined by Code, or two percent of the total Eligible Funds, as defined by Code, of all Improvement Projects, as defined by Code, (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, de-accessioning, community education, documentation and registration of Public Art.

1. This Agreement includes Eligible Costs and/or Eligible Funds for work conducted by the Bureau. The Bureau is responsible for fulfilling the requirements.
2. Payments to RACC will be calculated based on the Eligible Costs of an Improvement Project and will be made according to one of three options: payment in full upon signing of this Agreement; payment in full upon issuance of the construction contract; or installation payments upon signing of this Agreement and the construction contract. The parties elect to make payment in full upon issuance of the construction contract, currently estimated at \$43,757
3. A Funding Agency representative will be included in the Selection Panel as per City Code Section 5.74.020.F. A Performing Agency representative will not be included in the Selection Panel as per City Code Section 5.74.020.F.

#### **O. Business and Workforce Equity**

1. PDC's Business and Workforce Equity Policy (the "Policy"), including strict adherence to the Business Equity Program Specifications for Loan Agreement/Development Agreement and the Workforce Equity Program Specifications (Exhibit B) , shall apply if the Project is anticipated to have hard construction costs greater than \$200,000 and PDC's compensation under this Agreement is more than \$100,000. If the Policy applies, PDC's utilization goal for Disadvantaged/Minority/Woman-owned/Emerging Small Businesses (collectively, "D/M/W/ESBs") is twenty percent (20%) of the hard construction costs ("PDC's Goal") of the Project (the "Utilization Goal"). In the event the Performing Agency has a D/M/W/ESB utilization goal greater than PDC's Goal, such greater goal shall apply to the Project. The Business and Workforce Equity goals described in the Policy are aspirational only. There will be no legal consequence, including but not limited to termination, damages or liquidated damages, on account of the Performing Agency's failure to realize the goals described in the Policy. Compliance with the Workforce Training & Hiring Program is a requirement. Nothing in this Agreement shall require the Performing Agency to discriminate in the award of contracts on the basis of race, sex or other impermissible criterion, or otherwise to violate the law. If the Policy applies, information on utilization will be included in monthly Project Status Reports, as described in Section II above.

#### **P. Special Contract Management Provisions**

1. The PDC Contract Manager shall be informed in advance of any change orders in excess of \$5,000 following contract award.
2. The Bureau shall not award the construction contract until PDC and PBOT are in agreement regarding the acceptability of the bids based on final cost

estimates, the amount of the bids, and the Bureau has received written approval to proceed.

### III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The Funding Agency shall pay the Performing Agency a sum not to **exceed THREE MILLION DOLLARS (\$3,000,000.00)** for accomplishment of the Work, subject to budget authorization by the Funding Agency. Project cost savings shall be retained by Funding Agency.
- B. The funding is from Interstate Corridor URA.
- C. The full amount of funds is authorized in the current fiscal year's budget. If the Project funding spans multiple fiscal years, PDC will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the current fiscal year's budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Portland Development Commission Five-Year Budget Forecast, PDC staff agrees to recommend to the PDC Board of Commissioners that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.
- D. PDC funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.
- E. The Performing Agency may seek reimbursement from the Funding Agency for the following costs, subject to the expenditure of these funds for performance of the Work and within the authorized budget. In certain circumstances, such as advance payment to RACC, the Funding Agency Project Manager may authorize a prepayment of future expense obligations.
  - 1. Direct Costs
    - a) Personal Services. Covers reimbursement for direct wages paid to personnel engaged in performance of the Work.
    - b) Benefit Costs. Covers reimbursement for the fully loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.
    - c) Materials & Services. Covers actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and the Bureau or PDC support staff personal services where the expenditure is for performance of the Work and within the authorized budget.

- d) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.
- 2. Indirect Costs. Covers reimbursement for overhead costs at the rate established annually, for the Bureau in accordance with City Code Section 5.48 and for PDC in accordance with Cost Recovery Policy through Resolution 6560.
  - a) This Agreement was originated in Fiscal Year 2014-15. For that Fiscal Year, the Bureau's rate is 73.35% (SEVENTY-THREE and THIRTY-FIVE One Hundredths Percent) of Personal Services and Benefit Costs. The Bureau Indirect costs pay for generally fixed costs related to the administration and operation, as well as program management costs including Council charges, executive management staff, rent, telephone, power, insurance, office supplies, and equipment.
  - b) This Agreement was originated in Fiscal Year 2014-15. For that Fiscal Year, the PDC rate is \$17.00 per labor hour [SEVENTEEN DOLLARS AND ZERO CENTS] of Personal Services and Benefit Costs billed under this Agreement. PDC Indirect costs pay for generally fixed costs related to the administration and operation of an organization, as well as program management costs including administrative staff, rent, telephone, power, insurance, office supplies and equipment.
  - c) If this Agreement extends to a new Fiscal Year, the Performing Agency Contract Manager shall provide written notification to the Funding Agency Contract Manager of the new Fiscal Year rate.
- 3. The Funding Agency Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditures described in the Scope of Work and Budget. The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, the Funding Agency shall not be obligated to make payments for costs that exceed the authorized budget.
- F.** Expense Costs. Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this Agreement unless mutually agreed to in advance.
- G.** Change Management Controlled by Performing Agency. "Change management" is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Scope of Work and Budget. It is required that funds for change management be identified in the Scope of Work and Budget. These funds are intended to be used to accommodate such changes within the specific task or fiscal year. The funds shall be managed by the Performing

Agency, which shall notify the project manager and contract manager of the Funding Agency in writing of their use.

- H. Contingency Controlled by Funding Agency. It is required that an amount for project contingency be identified in the Scope of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in Section V. B. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.
- I. The Performing Agency will not seek reimbursement from the Funding Agency for any expenses associated with the demolition, removal, redesign, or reinstallation of project components that are attributable to either Performing Agency or Contractor error or oversight, such as errors or omissions in the construction plans and specifications or installation of project components inconsistent with the construction plans and specifications, discovered after Contract Closeout.

#### **IV. BILLING AND PAYMENT PROCEDURE**

- A. The Performing Agency shall submit to the Funding Agency Project Manager a separate itemized billing for work performed as described in the Scope of Work and Budget for review and approval at least quarterly.
  - 1. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
  - 2. Final billings upon termination or early termination of this Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
- B. Each billing shall include a Billing Detail Report in a format created and/or approved by the Funding Agency. At a minimum, each billing shall include:
  - 1. a description of the nature and cost of work accomplished;
  - 2. the names, rates and hours worked of personnel;
  - 3. disbursements to consultants, contractors and outside vendors for materials and services; and
  - 4. any other specific detail or documentation as desired by the Funding Agency Contract Manager, which can be reasonably provided by the Performing Agency.
- C. If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

## **V. GENERAL**

### **A. Termination.**

1. The Termination Date of this Agreement is December 31, 2015.
2. Early Termination of Agreement.
  - a) This Agreement may be terminated at any time by mutual written consent.
  - b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
  - c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

### **B. Change and Conflict Resolution.**

1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A “significant” impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:
  - a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
  - b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
  - c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section V. B. 2.
2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.
  - a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in Section II.

b) If the conflict cannot be resolved by the project managers, or involves one of the project managers, then the conflict should be elevated to the contract managers specified in Section II for discussion and resolution.

c) Any conflicts not resolved by the contract managers shall be elevated to the contract signatories for discussion and resolution.

**C. Compliance with Laws.** In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

**D. Indemnification.**

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, City agrees to indemnify, hold harmless and defend, PDC, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PDC agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of PDC, its directors, employees or agents under this Agreement.

**E. Subcontracting.** Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the Funding Agency Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform the Work under the Agreement, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Funding Agency Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement.

Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors.

**F. Ownership of Work Product.**

Ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials

produced in connection with this Agreement (the “Work Product”) will be handled as described below. Ownership of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products. Notwithstanding anything to the contrary contained herein, the parties acknowledge that section 17.24.085 of the City Code may require that all or part of the Work Product will become the property of the City and be transferred to the City Engineer upon completion of the Project.

1. Except as described in paragraph 2 below, the Performing Agency shall own all Work Product.
2. If the parties determine that the Performing Agency is unable or unwilling to complete the Project, and the Funding Agency determines that a transfer of ownership of the Work Product is necessary in order to effect completion of the Project, upon the Funding Agency’s written request the Performing Agency shall assign ownership of the Work Product to the Funding Agency.
3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

**G. Delivery / Maintenance of Records.** The Performing Agency shall maintain records on a current basis to support its billings to the Funding Agency. The Funding Agency or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Performing Agency regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

**H. Funding Acknowledgement / Signage.**

1. Any oral reports made to neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between the Bureau and the Portland Development Commission and, if appropriate, financed by the Interstate Corridor Urban Renewal Area.
2. For projects involving construction activities funded by PDC, the Bureau shall display a sign near the construction site and readily visible to the public, specifying that the Project is being “*funded by the Portland Development Commission’s Interstate Corridor Urban Renewal Project*”. The sign shall remain in place until construction is complete.

**VI. Amendments**

1. Except as otherwise provided for in this Agreement, the Bureau or PDC may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Scope of Work and Budget:



- a) Changes to the Scope of Work and Budget, including changes to scope, schedule, and budget identified in Section I, which do not increase the total compensation under this Agreement, may be made upon written agreement by the project managers identified in Section II of this Agreement.
- b) Changes will not take effect or be binding on either party until agreed to in writing.

**VII. Merger Clause**

This Agreement contains the entire agreement between PDC and the Bureau. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

[Signature page to follow]

IN WITNESS WHEREOF, the Bureau and PDC have executed this Agreement as of the Effective Date.

**CITY OF PORTLAND  
BUREAU OF TRANSPORTATION**

**PORTLAND DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Leah Treat, Director  
As authorized by City Ordinance  
#186171

\_\_\_\_\_  
Patrick Quinton, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## BUSINESS EQUITY PROGRAM SPECIFICATIONS

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### LOAN AGREEMENT/DEVELOPMENT AGREEMENT PROCESS REQUIREMENTS

#### 1. PURPOSE OF THE PROGRAM

The Portland Development Commission (“PDC”) has a compelling interest to ensure that PDC projects provide opportunities for State of Oregon Certified firms, i.e. (Minority-Owned, Women-Owned, Disadvantaged and Emerging Small Businesses or M/W/D/ESBs) in order to promote economic growth, to increase capacity and to expand competition in the market. Therefore, PDC has established a 20% utilization goal for PDC-supported projects receiving more than \$300,000 in PDC resources, provided the project’s hard construction costs are greater than \$200,000. **ALSO**, PDC has established a 20% utilization goal for the sale of PDC real property to a private party with a purchase price greater than \$300,000 that is expected to involve Hard Construction Costs greater than \$200,000. **The goal is calculated as 20% of the project’s Hard Construction Costs and 20% of Professional Services Costs, specifically architectural, engineering or technical service provider, if applicable (excluding overhead, administration or taxes).** The Developer/Borrower through their prime contractor *and/or consultant* is expected to meet the 20% utilization goal. **When the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* meets the business equity goal with majority ESB participation, the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* must document that all reasonable and necessary steps have been taken to contract with M/W/DBE firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater. In the event that this goal is not met, the Developer/Borrower will be considered non responsive and the loan rejected.** If the Developer/Borrower is deemed non responsive, they will be provided an opportunity for reconsideration in writing, followed by a personal appearance with the reconsideration official, if desired. As part of the reconsideration process, the Developer/Borrower is required to submit proof showing that all reasonable and necessary steps were taken to contract with Certified subcontractors *and/or subconsultants*. PDC will submit a written decision on reconsideration, explaining, if applicable, the basis for finding that the Developer/Borrower did not meet the goal or make adequate reasonable and necessary steps to do so.

#### 2. EFFORTS REQUIRED REGARDING CERTIFIED FIRMS

The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* is required to make all reasonable and necessary steps to contract with Certified firms for each scope of work anticipated to result in a subcontract of \$2,500 or greater. Outreach is encouraged for all subcontract, subconsultant and supplier opportunities. Also, the Developer/Borrower is required to submit a plan that addresses proposed methods of implementing the Business Equity Program on large construction or design projects (as determined by PDC).

Prime Contractors who intend to self-perform more than 10% of the trade work to complete a project or an entire Construction Specifications Institute (CSI) Master Format trade division (e.g., excluding superintendence, supervision, mobilization, etc.) will be required to have the written authorization of the Communications and Social Equity Director or their designee, who may approve a higher percentage based on the type, size, available subcontractors, and other relevant criteria. **These requirements are contractual obligations and are included in the development/loan agreement. Failure to comply may result in a finding of breach of contract, disqualification of the Developer/Borrower to receive PDC funds in the future, or a claim for damages.**

**NOTE: Documented outreach is not required for scopes of work anticipated to result in a subcontract of \$2,500 or**

**less under these provisions but is encouraged.**

### **Who to contact**

For *each* scope of work identified in these documents that will be performed by a subcontractor *and/or* subconsultant, unless a Certified subcontractor *and/or* subconsultant is directly selected for the work, the Prime Contractor *and/or* Prime Consultant **must** contact:

Every Certified firm that attended the pre-bid meeting (if one was held) *or requested a Request for Proposal (RFP)* who specializes in a scope of work that will be subcontracted *and/or* subconsulted.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

**The Metropolitan Contractors' Assistance Program (MCIP)** for assistance with identifying and contacting capable and available Certified firms. MCIP can be reached at: Office: 503-288-1211 · Fax: 503-288-5786 · Email:

[Chris@mcip-pdx.org](mailto:Chris@mcip-pdx.org): [www.mcip-pdx.org](http://www.mcip-pdx.org)

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

In addition to the above, a minimum of five (5) Certified firms from the **Office of Minority, Women and Emerging Small Business Certification Directory** must be contacted in each division of work identified for subcontracting *and/or* subconsulting. If there are less than 5 firms listed for a particular scope of work, *all* of the contractors *or* consultants in that scope must be contacted. [The **Office of Minority, Women and Emerging Small Business** web site:

<http://www4.cbs.state.or.us/ex/dir/omwesb/>]

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

**In the case of architectural, engineering and professional-technical service providers (A/E/PT) subconsulting opportunities, the Developer/Borrower through their Prime Consultant must post the opportunity(s) on the Lateral Agile Partnerships (NAME SUBJECT TO CHANGE) website; and solicit subconsultant fees from Certified firms whose qualifications match the opportunity.** A minimum of three (3) Certified firms must be solicited for each subconsulting opportunity specialty identified. If there are less than three (3) firms available for solicitation, *all* consultants in the opportunity specialty must be solicited.

[LAPs is an online collaborative network custom designed (and sponsored by PDC) for posting consulting opportunities with the objective of identifying a 'short-list' of Certified firms whose qualifications match the requested service areas. Once Certified consultants are screened and their qualifications and certification status verified, they may post their profiles on the network.]

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

### **When to contact**

The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall make first contact with each Certified subcontractor/subconsultant a minimum of fourteen (14) business days before bids/fees are due. Any changes or amendments to this schedule must be approved in writing by PDC. Any extended time for the preparation of bids/fees allowed to non-Certified subcontractors/subconsultants must also be extended to Certified subcontractors/subconsultants and verified in writing.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

### **How to contact**

*First Contact:* The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant, shall contact Certified subcontractors *and/or* subconsultants by letter, fax or E-mail to advise them of potential subcontracting *and/or* subconsulting opportunities.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

*Follow-up:* The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant, shall follow up with telephone calls to each Certified firm contacted to determine if a bid/fee will be submitted or if further information is required. A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid or submit a fee on this project.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

### Information that must be provided

The Developer/Borrower through their Prime Contractor *and Prime Consultant* must provide project information, including dates and times bids/fees are due, to Certified firms.

**Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

### 3. SUBSTITUTION OR ADDITION OF SUBCONTRACTORS/SUBCONSULTANTS

The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* will not be permitted to substitute a new subcontractor *and/or subconsultant* for a Certified subcontractor/ *and/or subconsultant* without the written consent of PDC.

If any 1<sup>st</sup> tier subcontractor *or subconsultant* is added or replaced after the Subcontractor/ *Subconsultant* and Self Perform Work List (**FORM 1**) has been submitted, the Prime Contractor *and/or Prime Consultant*, shall make all reasonable and necessary efforts to contract with a Certified firm for the work to be performed by that subcontractor *and/or subconsultant*. Documentation of these efforts is required, and must be submitted to PDC. If the Prime Contractor *and/or Prime Consultant* find cause to replace a Certified firm, PDC strongly encourages substitution with either a Certified subcontractor *and/or subconsultant*. The Prime Contractor *and/or Prime Consultant* shall report substitutions to PDC for the purposes of tracking and reporting overall utilization.

**NOTE: For the purposes of the Certified firm Recruitment Guidelines / Process Requirements a first tier subcontractor/subconsultant is any construction contractor *or consultant* who has (or is anticipated to have) a direct contractual relationship to the prime contractor/*prime consultant*, specific to this project.**

### 4. SUBMISSION OF REQUIRED DOCUMENTATION OF SUBCONTRACTOR AND/OR SUBCONSULTANT PARTICIPATION AND BUSINESS EQUITY RECRUITMENT AND PARTICIPATION EFFORTS

#### One (1) Week Prior to Loan Closing and Construction Start:

- Business Equity (FORM 1) Submit a Subcontractor/Subconsultant And Self-Perform Work List on FORM 1 (or equivalent) showing **ALL** first-tier subcontractors *and subconsultants* and first-tier material suppliers to be used on this contract. Suppliers will be calculated as part of the 20% utilization. Certified 2<sup>nd</sup> tier subcontractors *and subconsultants* and 2<sup>nd</sup> tier suppliers may be considered as part of the business equity recruitment and participation efforts if the 20% business equity goal is not attained. Certified 2<sup>nd</sup> tier subcontractors *and subconsultants* and 2<sup>nd</sup> tier suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier subcontractor *and subconsultant* they are working for on this project. Additionally, the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* shall identify **ALL** divisions of work (DOW) to be self-performed. **If the Developer/Borrower through their Prime Contractor *and/or Prime Consultant* does not account for all DOW, it will result in the Developer/Borrower being non-responsive and the loan rejected.**

#### **PLEASE NOTE. IF PDC APPROVES THE BUSINESS EQUITY PARTICIPATION SUBMITTED ON BUSINESS EQUITY (FORM 1) THE FOLLOWING SUBMITTALS MAY NOT REQUIRED:**

- Log of contacts with 1<sup>st</sup> tier Certified firms (FORM 2) Submit a completed log of contacts with Certified firms on FORM 2 (or equivalent). The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* shall provide **ALL** required information in each column as applicable. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**
- Copy of letter, email or fax sent to Certified firms. Submit one copy of the letter, email or fax sent to Certified firms to solicit bids/fees for this project. If more than one form of letter, email or fax was sent, submit a copy of each form sent. The Developer/Borrower through their Prime Contractor *and/or Prime Consultant* shall submit additional information upon request if the PDC believes it needs to clarify their reasonable and necessary steps expended to achieve business equity utilization. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**
- List of 1<sup>st</sup> tier Certified Bids/Fees (FORM 3): Submit FORM 3 (or equivalent) providing **ALL** the requested

information. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**

- Documentation that **The Metropolitan Contractors' Assistance Program (MCIP)** was contacted for assistance with identifying and contacting capable and available Certified firms. **Failure to comply will result in the Developer/Borrower being non-responsive and the loan rejected.**
- Documentation of the implementation of a PDC approved **Equity Contractor Development Program** or **Mentor-Protégé Program** (the 'Program') may be considered as part of the business equity recruitment and participation efforts if the 20% business equity goal is not attained. PDC approval of the submitted 'Program' must be obtained in writing one (1) week prior to loan closing and construction start. The submitted documentation must verify that the 'Program' implementation preceded the loan closing date by three (3) months. **Failure to meet all the stipulated criteria of the 'Program' documentation will result in the Developer/Borrower being non-responsive and their submittal deemed not eligible as part of the business equity recruitment and participation efforts.**

**NOTE: Outreach documentation can be submitted after the construction/*design* start date for projects with a phased bid or fee process. Failure to provide all requested reasonable and necessary steps expended to achieve business equity utilization documentation by the Developer/Borrower may affect the Developer/Borrower's eligibility to participate on future PDC-supported projects.**

#### **5. DOCUMENTATION TO BE SUBMITTED MONTHLY DURING THE PROJECT: Documentation to be submitted monthly during project:**

- Monthly Subcontractor/ Subconsultant Payment and Utilization Report: (Form 4): The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant shall list the contract amounts and payment amounts on Form 4 to all subcontractors *and/or* subconsultants (including Certified subcontractors *and/or* subconsultants) previously listed on Form 1.
- Report Submission: Monthly reports are due by the 15<sup>th</sup> day of the month for work performed the prior month. The Developer/Borrower through their Prime Contractor *and/or* Prime Consultant, as part of the final disbursement/payment, shall submit a Final Report documenting all subcontracting *and/or* subconsulting. Failure to submit timely Subcontracting *and/or* Subconsulting Payment and Utilizations Reports may result in a delay in processing applications for disbursement/payment.

#### **6. OPTIONAL REASONABLE AND NECESSARY STEPS EXPENDED TO ACHIEVE BUSINESS EQUITY UTILIZATION**

Prime Contractors/*Prime Consultants* should also consider efforts such as:

- Advertisements in ethnic newspapers and small business trade journals.
- Alternative methods of participation with Certified firms through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.
- Purchase of construction materials and equipment from Certified suppliers.
- Providing information on subcontracting and *subconsulting* opportunities to PDC for posting on the PDC website and distributing to interested Certified firms.

**PORTLAND DEVELOPMENT COMMISSION  
BUSINESS EQUITY PROGRAM (BEP)  
SUBCONTRACTOR/SUBCONSULTANT AND SELF-PERFORM WORK LIST  
(FORM 1)**

NOTE: IF THE PRIME CONTRACTOR/PRIME CONSULTANT IS NOT USING ANY SUBCONTRACTORS/SUBCONSULTANTS ON THIS PROJECT, THE PRIME CONTRACTOR MAY WRITE "SELF PERFORMING ALL WORK" ON THE FORM

Prime Contractor/ Consultant:		Hard Construction Cost/ Consultant Fee:	
	Project Name:	Date:	

**PRIME CONTRACTOR SELF-PERFORMING:** Identify below, all Divisions of Work (DOW) to be self-performed. The value of the self-performed work must be 10% or less of the total contract value. Otherwise, all reasonable and necessary steps to subcontract/subconsult are required.

<u>DOW (INCLUDING COST/FEE) PRIME CONTRACTOR/CONSULTANT WILL SELF PERFORM</u>	

**PRIME CONTRACTOR/CONSULTANT MUST DISCLOSE AND LIST ALL SUBCONTRACTORS/SUBCONSULTANTS** including those Certified firms that you intend to use on the project

List all subcontractors/subconsultants below. Use correct legal Name of Firm.				DOW (i.e., Architectural, Engineering, Painting, Landscaping, Electrical, Etc.)	DOLLAR AMOUNT OF SUBCONTRACT/ FEE	If Certified Firm, Check box and fill in Cert. #			
Name		Fax				<b>MBE</b>	<b>WBE</b>	<b>DBE</b>	<b>ESB</b>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			
Name		Fax				<b>MBE</b>	<b>WBE</b>	<b>DBE</b>	<b>ESB</b>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			
Name		Fax				<b>MBE</b>	<b>WBE</b>	<b>DBE</b>	<b>ESB</b>
Address									
City/St/Zip									
Phone #									
Email									
CCB #									
Fed. ID #									
						Cert#			

Completed form may be faxed *OR* Emailed to Patricia Weekley at 503-823-3368. [weekleyp@pdc.us](mailto:weekleyp@pdc.us)



**PRIME CONTRACTOR/CONSULTANT MUST DISCLOSE AND LIST ALL SUBCONTRACTORS/SUBCONSULTANTS** including those Certified firms that you intend to use on the project

List all subcontractors/subconsultants below. Use correct legal Name of Firm.				DOW (i.e., Architectural, Engineering, Painting, Landscaping, Electrical, Etc.)	DOLLAR AMOUNT OF SUBCONTRACT/FEE	If Certified Firm, Check box and fill in Cert. #						
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												
Name		Fax				<u>MBE</u>	<u>WBE</u>	<u>DBE</u>	<u>ESB</u>			
Address						Cert#:						
City/St/Zip												
Phone #												
Email												
CCB #												
Fed. ID #												

Total Hard Construction Costs and/or Consultant Fees	
Total M/W/D/ESB Dollars	
M/W/D/ESB as a % of Hard Construction Costs and/or Consultant Fees (20% goal)	
<b>Completed form may be faxed <i>OR</i> Emailed to Patricia Weekley at 503-823-3368. <a href="mailto:weekleyp@pdc.us">weekleyp@pdc.us</a>.</b>	

**BUSINESS EQUITY PROGRAM (FORM 2)  
CERTIFIED FIRM CONTACT LOG**

**Prime Contractor/Prime Consultant Name** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**Prime Contractors/Prime Consultants should record their contacts with potential M/W/ESB subcontractors through use of this log or equivalent. Additional forms may be copied if needed.**

Scope of Work	Name of Subcontractor/ Subconsultant	Certified Firms Yes/No				Date of Email, Fax or Letter	Phone Contact				Able to Make Contact		Submitting Quote		Quote Received	
		MBE	WBE	DBE	ESB		Date of Call	Time of Call	Name of Person Placing Call	Name of Person Receiving Call	Yes	No	Yes	No	Yes	No

Submit to: Patricia Weekley, Business and Workforce Equity, Portland Development Commission, 222 NW 5<sup>th</sup> Ave. Portland, OR 97209  
(503) 823-3057 Fax (503) 823-3368, E-mail: weekleyp@pdc.us



**MONTHLY SUBCONTRACTOR/SUBCONSULTANT PAYMENT AND UTILIZATION REPORT (FORM 4)**

Project Name \_\_\_\_\_

Prime Contractor/Prime Consultant \_\_\_\_\_

Hard Construction/Professional Service Cost\$ \_\_\_\_\_

Report Dates (Beginning & Ending) \_\_\_\_\_

List all First Tier Subcontracts/Fees & First Tier Suppliers*	Original Subcontract/ Subconsultant \$Amount	Amended Subcontract/Subconsultant \$Amount	Payments made this month	Retainage this Month	Payments Made to Date	Retainage to Date

**IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.**

**Authorized Signature of Contractor/Consultant Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

Completed form may be faxed to: Paula Wendorf (503) 823-1090

For additional information contact:  
 Patricia Weekley, Business and Workforce Equity, Portland Development Commission, 222 NW 5<sup>th</sup> Ave., Portland, OR 97209  
 (503) 823-3057 Fax# 503 823-3368 E-mail: [weekleyp@pdc.us](mailto:weekleyp@pdc.us)

\*See instructions on next page for 2<sup>nd</sup> tier subcontractors.

**INSTRUCTIONS FOR COMPLETING THE SUBCONTRACTORS/SUBCONSULTANT PAYMENT AND UTILIZATION REPORT**

1. **PROJECT NAME:** Indicate the project name as shown on the contract documents.
2. **PRIME CONTRACTOR/PRIME CONSULTANT:** Indicate the name of the prime contractor.
3. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
4. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month.  
Example: 1/1/10 thru 1/31/10. Reports should be sequential and not overlap.
5. **SUBCONTRACTOR/SUBCONSULTANT NAME:** List the names of all first-tier subcontractors and first-tier material suppliers having performed work on this project during the reporting period.
6. **ORIGINAL SUBCONTRACT/FEE AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
7. **AMENDED SUBCONTRACT/FEE AMOUNT:** Indicate the cumulative dollar value of each contract with any changes.
8. **PAYMENTS MADE THIS REPORTING MONTH:** Enter payments made to the subcontractor for the reporting month excluding retainage.
9. **RETAINAGE FOR THIS MONTH:** Enter retainage withheld for reporting month.
10. **PAYMENTS MADE TO DATE:** Cumulative payments made to date including amounts for current report excluding any retainage.
11. **RETAINAGE TO DATE:** Cumulative retainage withheld to date including amounts on current report.
12. **SECOND TIER SUBCONTRACTORS/SUBCONSULTANTS:** Certified 2<sup>nd</sup> tier subcontractors/subconsultants and 2<sup>nd</sup> tier suppliers may be considered as part of the good faith effort requirements if 20% goal is not attained. Certified 2<sup>nd</sup> tier subcontractors/subconsultants and 2<sup>nd</sup> tier suppliers should be listed on Form 1 and Form 4 (monthly report) with a clear indication of which first tier subcontractors/subconsultants they are working for on this project.

The Monthly Subcontractor/Subconsultant Payment and Utilization Reports are due by the 15<sup>th</sup> day of the month for work performed for the prior month. Completed form may be faxed to: Paula Wendorf (503) 823-1090

For additional Information:

Patricia Weekley (503) 823-3057  
Portland Development Commission

Fax (503) 823-3368  
E-mail: [weekleyp@pdc.us](mailto:weekleyp@pdc.us)



## Workforce Equity Program Specifications

The PDC Board of Commissioners has directed that all Contractors, Developers and Borrowers conducting work on behalf of the Portland Development Commission (PDC) maximize apprenticeship and employment opportunities for women and people of color in the construction trades. The goal of the Workforce Equity Program (Program) is for the Contractor’s workforce to reflect the diversity of the workforce found in the City of Portland, and that PDC contracting dollars provide fair and equal opportunities to the jurisdictions’ diverse populations. Also, while not required, the Developer/Borrower is encouraged to submit a plan that addresses proposed methods of implementing the Business Equity Program on large construction projects.

This Program applies to PDC-Owned Construction Contracts greater than \$200,000, to the Prime Contractor on PDC-Sponsored projects with Hard Construction Costs of \$1,000,000 or more and to all subcontracts of \$100,000 or more, at any tier level, provided PDC is providing at least \$300,000 towards the project.

Requirements:

- 1) Projects subject to the Program shall:
  - a) Comply with the Workforce Training & Hiring Program to among other things, ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed by the contractor and subcontractors are worked by State of Oregon registered apprentices, as such requirements are further described therein; and
  - b) Work toward achieving the Workforce goals as outlined in the table below. The percentage of hours set forth, includes both apprenticeship hours and journey level hours. Using the table, the Contractor shall determine the applicable workforce diversity goal, for the project (i.e. if the project will be completed during Fiscal Year 2011/2012, the workforce diversity goals for the project are 9% Women and 27% People of Color). The fiscal year runs from July 1<sup>st</sup> through June 30<sup>th</sup>. A person of Color includes members of either sex who are African-Americans, Hispanic Americans, Asian or Pacific Islanders, Native Americans or Alaskan Native Americans.

<b>Fiscal Year</b>	<b>08/ 09</b>	<b>09/10</b>	<b>10/ 11</b>	<b>11/12</b>	<b>12/ 13</b>	<b>13/14</b>	<b>14/ 15</b>	<b>15/16</b>	<b>16/ 17</b>	<b>17/18</b>
<b>Female</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>	<b>9%</b>	<b>10%</b>	<b>11%</b>	<b>12%</b>	<b>13%</b>	<b>14%</b>	<b>15%</b>
<b>People of Color</b>	<b>25.5%</b>	<b>26%</b>	<b>26.5%</b>	<b>27%</b>	<b>27.5%</b>	<b>28%</b>	<b>28.5%</b>	<b>29%</b>	<b>29.5%</b>	<b>30%</b>

- c) Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources.
- 2) Contractors subject to the Program are encouraged to employ people with disabilities and veterans.
- 3) Contractors and subcontractors subject to the Program must be certified by the City of Portland as an Equal Opportunity Employer.

## Workforce Training & Hiring Program Contractor Checklist

### Contractor Checklist

The following Workforce Training & Hiring Program (WTHP) requirements are a summary of the key contractual obligations of contractors working on PDC owned construction projects or PDC sponsored projects. It is the Contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for the Portland Development Commission (PDC).

#### CHECKLIST:

##### 1. Prime Contractor:

A. Submit Projected Hiring Needs form (Exhibit 2) to Compliance Agency within 15 calendar days after bid opening or prior to contract award, whichever occurs first.

B. Ensure compliance by all subcontractors with subcontracts of \$100,000 or more, and provide them with a copy of the WTHP specifications.

##### 2. Subcontractors, at all tiers, with contracts of \$100,000 or more:

Submit Projected Hiring Needs form (Exhibit 2) prior to beginning work on the project or within 5 days of signing subcontracts, whichever occurs first.

##### 3. Prime Contractor and all subcontractors with contracts of \$100,000 or more must:

A. Before starting work on this project: Submit proof of registration as a Training Agent with the Bureau of Labor & Industry (BOLI), Apprenticeship & Training Division. Not a BOLI registered training agent? Contact BOLI at (971) 673-0760 or the City of Portland at (503) 823-6888 for information on how to become a BOLI registered training agent.

B. Throughout the duration of the project:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by State-registered apprentices.
2. Strive in good faith to meet the applicable workforce diversity goals of employing people of color and women (including both journey level and apprentice workers).
3. Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of diverse workforce through the unions, apprenticeship programs and other community resources, as described herein.
4. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
5. When an apprentice is hired, notify the City's Contract Compliance Specialist at (503) 823-6888.
6. Submit the Monthly Employment Record (Exhibit 4) by the 5<sup>th</sup> of each month to the City's Contract Compliance Specialist. This report can be submitted by either hard-copy by mail or via email, [murmer@portlandoregon.gov](mailto:murmer@portlandoregon.gov).

Refer questions or requests for additional information to the City's Contract Compliance Specialist Paula Wendorf at (503) 823-1090.



## **WORKFORCE TRAINING AND HIRING PROGRAM SPECIFICATION**

### **I. PURPOSE**

#### **A. General Program Description**

The PDC Board has directed that all Contractors, Developers and Borrowers conducting construction work on behalf of PDC maximize apprenticeship and employment opportunities for minorities and women workers in the construction trades. The goal is for the Contractor's workforce to reflect the diversity of the workforce found in the City of Portland, and that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

### **II. PROGRAM APPLICABILITY**

The Workforce Training & Hiring Program (WTHP) is administered by the City of Portland, Bureau of Internal Business Services, Procurement Services Division (Compliance Agency). The WTHP applies to **PDC-Owned Construction Contracts greater than \$200,000, PDC-Sponsored Projects with hard construction costs of \$1,000,000 or more with \$300,000 or more in PDC resources and to each subcontractor having a subcontract of \$100,000 or more** on the project. Contractors and/or Developers shall make reasonable efforts to ensure that their workforce reflects the diversity of the City of Portland.

The Contractor shall thoroughly read this WTHP specification and commit to perform all requirements described herein. The Contractor shall submit Exhibit 2, Projected Hiring Needs at least fourteen (14) calendar days prior to starting work on the project. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices and workforce diversity goals.

### **III. DEFINITIONS**

For purposes of the WTHP, the following definitions shall apply:

Compliance Agency – City of Portland, Bureau of Internal Business Services, Procurement Division

Contract – The Contract awarded as a result of these bid specifications

Contractor – The Prime Contractor to whom a Contract is awarded and any subcontractors with subcontracts of \$100,000 or more

Hard Construction Costs – The cost to build improvements on a property, including all related construction labor and materials, including fixed and built-in equipment costs. Costs not directly related to the construction of an improvement, such as entity overhead, administration or taxes, shall not be considered a part of the Hard Construction Costs.

Owner – The government agency that awarded the Contract or leveraged public involvement in the project through a loan or development agreement

Project – Includes all work performed pursuant to the Contract

#### IV. ACTIONS NECESSARY TO SATISFY PROGRAM REQUIREMENTS

The Contractor and its subcontractors with subcontracts of \$100,000 or more, at any tier level, shall strive to achieve the applicable workforce diversity goal of employing women and people of color (including both journey level and apprentice workers) on the project.

To the extent allowed by law, Contractors and Subcontractors are encouraged to hire apprentices and journey level workers with consideration of gender and ethnicity.

##### A. Ensure Compliance by Subcontractors

1. The Contractor shall ensure that each subcontractor having a subcontract of \$100,000 or more, at all tiers, shall comply with all of the provisions of the WTHP specifications. Contractors shall include in their bid all costs associated with this requirement. No change order will be executed in order for the contractor to comply with this section.
2. The Contractor shall provide a copy of this WTHP specification to all subcontractors with contracts of \$100,000 or more executed for the project.

##### B. Register as a Training Agent

The Contractor shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. However, registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts which are not apprenticeable occupations are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Compliance Agency in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Compliance Agency during the course of the project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Compliance Agency (14) days before any work on the project begins. Requests for exemptions should be directed to the City Contract Compliance Specialist.

##### C. Submit Documentation

The contractor shall submit documentation regarding the following subjects to the Compliance Agency. The Compliance Agency's failure to object to documentation submitted by the Contractor or subcontractor shall not relieve them of the requirements of this section.

##### 1. Training Agent Status

The Contractor and all required subcontractors must submit proof to the Compliance Agency that they are registered Training Agents with BOLI prior to beginning any work on the project.

Failure to sign up as a Training Agent prior to beginning work may subject the contractor to liquidated damages.

## 2. Subcontractor Workforce Information

Exhibit 2, Projected Hiring Needs, must also be submitted for each subcontractor required to register as a Training Agent prior to beginning work on the project or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation. Failure to sign up as a Training Agent prior to beginning work may subject the contractor to liquidated damages.

## 3. Contractor and Subcontractor Reports After Work Begins.

The Monthly Employment Report (Exhibit 4) must be submitted by the prime Contractor and any subcontractor having a subcontract of \$100,000 or more to the Workforce Equity Program by the 5th day of each month. The Contractor shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen, and superintendents, shall be reported on Exhibit 4.

4. A copy of certified payroll reports may be requested by the Compliance Agency to verify information in the Report. The payroll reports shall be provided within 7 days of the date when the contractor receives the request for the payroll.

## D. Use of Apprentices

The Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the prime contractor, and subcontractors with subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. Contractors and subcontractors shall fulfill the 20% apprenticeship hours requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.
2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Compliance Agency when an apprentice is hired for this project.
5. Count apprentice hours as follows:
  - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
  - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
  - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

#### E. Use Apprenticeship Programs for Referrals

Contractors must follow all of these steps in seeking apprentice referrals:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help remedy historical underutilization in the Contractor's workforce; and
3. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and
4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from community resources.

NOTE: Contractors may contact the Contract Compliance Specialist for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request for Apprentice form, to document their efforts. A list of community organizations/recruitment resources is also available. Instructions are on the last page of this section of the specifications.

#### F. Utilize Unions and Community Organizations When Recruiting For Any Positions on this Project

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor shall:

1. Make reasonable and necessary efforts to employ a diverse workforce. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity, in accordance with paragraph G.2 below, may not constitute a reasonable effort.
2. Document its employment efforts. Documentation should be sufficient to establish the Contractor's efforts, and should include:
  - a) Requests to union halls for signatory contractors;
  - b) Requests to union or open shop apprenticeship programs;
  - c) Requests to community resources who assist contractors with recruitment and referral of workers.

Documentation will be requested by the Compliance Agency from Contractors that are not meeting the workforce diversity goals if it appears that the Contractor has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor shall provide that documentation to the Workforce Equity Program within 7 calendar days.

### IV. **CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE REQUIREMENTS**

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree

that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of this section of the contract, the Compliance Agency may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Contractor has remedied the breach of contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the WTHP requirements, the Compliance Agency may choose to withhold only their portion of the progress payment.

B. Retain sums as damages for failure to comply with Workforce Equity Program Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Compliance Agency for the Contractor's failure to comply with the Workforce Specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Compliance Agency when workforce opportunities are not provided.

Therefore, if the Contractor fails to comply with the workforce provisions of this contract, the Contractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Compliance Agency at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine number of days of undelivered training. ( $50/8 = 6.25 \times \$250 = \$1,562.5$ ).

Damages may also be assessed for failure to fulfill the inclusive hiring process described in Section III, subsections F.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce Training & Hiring Program provisions of the contract.

C. Notification of Possible Debarment

By executing this contract, the contractor agrees that it has been notified that failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Compliance Agency contracts for a minimum of two years and a maximum of three years based on the violation.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Compliance Agency in the event that the Contractor fails to meet the requirements of the Workforce Specifications.

## V. REVIEW OF RECORDS

In the event that the Compliance Agency reasonably believes that a violation of the requirements of this section has occurred, the Compliance Agency is entitled to review the books and records of the Contractor and any subcontractors employed on the project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

## VI. APPRENTICESHIP RATIO DATA

The BOLI ratios of apprentices to journey level workers on the jobsite shall apply. For information regarding the ratios for the various trades, view the BOLI website link below. The information can be found under the Active Approved Standards tab on for each trade and is usually under section VI, "Ratio of Apprentice to Journey Level Workers." The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (971) 673-0760 or your apprenticeship committee

[http://www.oregon.gov/BOLI/ATD/A\\_AG\\_Standards\\_8000-8999.shtml](http://www.oregon.gov/BOLI/ATD/A_AG_Standards_8000-8999.shtml)

### ATTACHMENTS:

Exhibit 1: Recommended Recruitment & Retention Practices

Exhibit 2: Projected Hiring Needs

Exhibit 3: Request For Apprentice form

Exhibit 4: Sample Monthly Employment/will be sent electronically

Exhibit 5: Ratios

### Questions Regarding Apprenticeship:

Bureau of Labor & Industries

Apprenticeship & Training Division

800 N.E. Oregon St. # 32

Portland, OR 97232

(971) 673-0760

### Questions Regarding Portland Development Commission Workforce Equity Program or Workforce Training & Hiring Program:

Paula Wendorf

City of Portland/Bureau of Internal Business Service, Procurement Services

1120 S.W. Fifth Ave., Room 750

Portland, OR 97204

(503) 823-1090

[paula.wendorf@portlandoregon.gov](mailto:paula.wendorf@portlandoregon.gov)

Patricia Weekley

Portland Development Commission

222 NW Fifth Avenue

Portland, OR 97209-3859

(503) 823-3057

[Weeklyp@portlandoregon.gov](mailto:Weeklyp@portlandoregon.gov)

**EXHIBIT 1****RECOMMENDED GOOD FAITH RECRUITMENT &  
RETENTION PRACTICES****A.**     Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the PDC Workforce Equity Program including the Workforce Training & Hiring Program, and Equal Employment Opportunity Programs. These efforts may assist the Contractor in achieving an "A" level EEO certification and may assist the Contractor in reaching the workforce diversity goals. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, to increase awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

**B.**     Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

**EXHIBIT 2**

**PROJECTED HIRING NEEDS**

**This form must be completed by the prime and each subcontractor with a subcontract of \$100,000 or more.** Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Training & Hiring & Workforce Equity Program requirements, including utilization of apprentices. Refer to Exhibit 5 for apprenticeship ratio data. **Complete all columns, with project-specific information.**

BID# \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

Federal ID # \_\_\_\_\_  Prime Contractor  Subcontractor

List all Trades to be used on this Project	Total # of Journey Workers	Total # of Apprentices	Total # of Female Workers	Total # of Minority Workers	# and Level of New Positions (i.e. 1A or 1J)	Anticipate d Start Date	Estimated Total Hours (all workers in each trade)

Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. The Compliance Agency must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	STAFF USE ONLY

If no current apprentices, indicate when and how they will be hired:

Person in your company who does hiring: \_\_\_\_\_

COMPANY: \_\_\_\_\_ CCB# \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail address for submitting Monthly Employment Reports via e-mail: \_\_\_\_\_

Are you a registered Training Agent?  Yes  No Are you a  Union  Open Shop contractor?

With which JATCs are you registered to train apprentices? \_\_\_\_\_

Apprentice committee or union contact person who dispatches apprentices to your company:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ (sign and print) DATE: \_\_\_\_\_

Prime contractor must complete and submit to as designated to Compliance Agency:

**Workforce Training & Hiring Program**  
**1120 S.W. Fifth Avenue #750, Portland, OR 97204**  
**Phone (503) 823-6850 or FAX (503) 823-5539**



**EXHIBIT 3**

**Request for Apprenticeship**

**The contractor may use this form to document efforts when recruiting apprentices.**

**FAX To:** \_\_\_\_\_ / \_\_\_\_\_  
(Apprenticeship Committee) (Contact/ Dispatcher)

Fax Number : \_\_\_\_\_ Number of Pages \_\_\_\_\_

**Request From:**

Company Name \_\_\_\_\_ / \_\_\_\_\_  
(Registered Training Agent) (Contact Person)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Apprentice Request:**

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City Workforce Training & Hiring Program. I would like to continue to diversify my workforce. Therefore, please refer ethnic minorities and women for my consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

Apprentice referral is needed by this date: \_\_\_\_\_ Work Starts: \_\_\_\_\_

Job Site Location: \_\_\_\_\_ Expected Length of Employment: \_\_\_\_\_

Project \_\_\_\_\_ Compliance Agency (City of Portland) \_\_\_\_\_

Number of Apprentices: \_\_\_\_\_ Trade/Occupation: \_\_\_\_\_

Number of Apprentices: \_\_\_\_\_ Trade/Occupation: \_\_\_\_\_

Minimum qualifications (if different from apprenticeship standards): \_\_\_\_\_

Safety needs: \_\_\_ Hard hat \_\_\_ Gloves \_\_\_ Hard-toed boots Other? \_\_\_\_\_

**Please fax this Request for Apprenticeship form to your apprenticeship committee.**

To document your good faith efforts, copies may also be sent to:

City Workforce Training & Hiring  
1120 SW 5th Ave. Rm 750  
Portland, OR 97204  
Phone: (503) 823-6850  
FAX: (503) 823-5539

*(a) For Apprenticeship Program Only*

*Please check the appropriate box and fax to City Workforce Equity Program:*

I was able to dispatch an apprentice to the project listed above.

Name of Apprentice \_\_\_\_\_ Race \_\_\_\_\_ Gender \_\_\_\_\_ Term \_\_\_\_\_

I was unable to dispatch an apprentice to the project listed above because \_\_\_\_\_

Fax this form with dispatch information to 823-5539. Thank you.

**EXHIBIT 4**

**MONTHLY EMPLOYMENT REPORT**

**MONTHLY EMPLOYMENT REPORT**

COMPANY NAME	FEDERAL TAX ID	MONTH ENDING	BIDNO	PRIME?	FINAL REPORT?

The Monthly Employment/Training Report must be completed by the prime contractor and all subcontractors with contracts of \$100,000 or more. The prime contractor shall submit a report for its workforce on the project. Each subcontractor shall separately submit a report for its workforce on the project. It is the responsibility of the prime contractor to assure that all subcontractors submit Monthly Employment/Training Reports in a timely manner.

Complete the form on the worksheet titled MER (third tab), filling in all categories for each employee working on the project during the reporting period.

Email the completed worksheet as an Excel attachment to [mur-mer@portlandoregon.gov](mailto:mur-mer@portlandoregon.gov) no later than the 5th of each month for work performed during the previous month. The emailed worksheet must be titled **mer.xls**. Please do not change the worksheet's layout or contents.

Please direct questions about electronic data submission to the same email address.

REVISED 3.11.11

FEDID	MONTHENDING	BIDNO	LASTNAME	FIRSTNAME	ZIP	SSN	JOBCLASS	LEVEL	RACE	GENDER	HOURS	PRIME?
123456789	8/31/2002	100758	DOE	JANE	97214	9874	1010	A	C	F	32	NO
123456789	8/31/2002	100758	DOE	JOHN	97204	7489	1018	J	C	M	154	NO

**EXHIBIT 5****Ratios**

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor & Industries, or your apprenticeship committee.

\*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

<b>Trade</b>	<b>1<sup>st</sup> Apprentice</b>	<b>2<sup>nd</sup> Apprentice</b>	<b>Max</b>
Asbestos/Insulation Workers	1:1	1:4	
Brick/Marble/Terrazzo/Tile Finisher	1:1	1:3	
Bricklayer/Masonry	1:1	1:5	
Carpenter	1:1	1:1 (1:5 union)	1:1 for 1 <sup>st</sup> 3; Additional apprentices authorized at 1:5
Carpet Installers/Floorlayers	1:1	1:3	
Cement Masons	1:2	1:3	
Drywall Applicator (Ext/Int. Specialist)	1:3	1:5	
Drywall Finisher (Taper)	1:1	1:3	
Electricians			
Inside	1:1	1:2 (1:3 union)	
Outside	1:6	1:6	
Ltd. Energy/Ltd. Residential	1:1	1:2 (1:1 union)	
Construction Lineman	1:1	1:1	
Ltd. Maintenance	1:1	1:2	
Stationary Engineer	1:1	1:3	
Elevator Contractor	1:1	1:1	1:2 thereafter
Environmental Control (HVAC)	1:1	1:1	
Glazier	1:1	1:3	
Hod Carrier/Mason Tender	1:1	1:3 (1:5 union)	
Ironworker	1:1	1:6	
Laborer (Construction)	1:1	1:3 (1:5 union)	
Maintenance Mechanic	1:1	1:3	
Millwright	1:3 (1:5 union)	1:3 (1:5 union)	
Operating Engineer	1:1 (1:1-4 union)	1:1	
Painter	1:1	1:3	
Pile Driver	1:3	1:5	
Pipe Fitter/Steam Fitter	1:1	1:3	
Plasterer	1:1	1:3	
Plumber	1:1	1:1	1:3 thereafter
Roofer	1:1	1:1	
Sheet Metal Worker	1:1	1:1	1:3 thereafter
Sprinkler Fitter	1:1	1:1	
Structural Fabricator	1:1	1:3	
Terrazzo Worker	1:1	1:3	
Marble Setter	1:1	1:3	
Truck Driver (Heavy)	1:1	1:1	

**RESOLUTION NO. 7101**

**RESOLUTION TITLE:**

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION FOR CONSTRUCTION OF THE KILLINGSWORTH STREET IMPROVEMENT PROJECT PHASE II IN THE INTERSTATE CORRIDOR URBAN RENEWAL AREA; PROVIDING FUNDING IN AN AMOUNT NOT TO EXCEED \$3,000,000

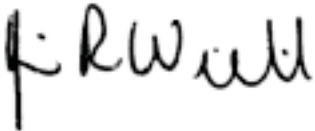
Adopted by the Portland Development Commission on February 11, 2015

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Mark Edlen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Charles Wilhoite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

**CERTIFICATION**

**The undersigned hereby certifies that:**

*The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and as duly recorded in the official minutes of the meeting.*

	<b>Date:</b>  February 13, 2015
<b>Gina Wiedrick, Recording Secretary</b>	